

DUNAWAY, MCCARTHY & DYE, P. C.

ATTORNEYS AT LAW
1835 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 857-0577

MAC S. DUNAWAY
CHARLES R. MC CARTHY, JR.
STUART S. DYE
G. COPE STEWART III
FRANK H. CASE, III
JOE A. SHULL
GEORGE D. BILLOCK, JR.*
JEFFREY D. KNOWLES

*ADMITTED IN PENNSYLVANIA ONLY

RECORDATION NO. 9574 Filed & Recorded

JUL 14 1978 11 40 AM

INTERSTATE COMMERCE COMMISSION

8-195131A

June 28, 1978

Secretary of the Interstate
Commerce Commission
Room 1227
Washington, DC 20423

No. JUL 14 1978
Date.....50
Fee \$.....
ICC Washington, D. C. 8

Re: ICC Recordation of Security Interest
in Railroad Rolling Stock

Dear Secretary:

Pursuant to Section 49 U.S.C. 20c, we are enclosing
\$50.00 and the original and five certified true copies of a
June 21, 1978, Security Agreement to be recorded by the ICC.

The names and addresses of the parties to the enclosed
Chattel Mortgage Security Agreement are as follows:

1. Debtor-Mortgagor

Blue Ribbon Associates
5470 N.E. 61st Street
Seattle, Washington 98115

2. Secured Party-Mortgagee

The Bank of California
P.O. Box 3095
Seattle, Washington 98114

RECEIVED
JUL 14 11 33 AM '78
I.C.C.
FEE OPERATION BR.

Secretary of the Interstate
Commerce Commission
Page Two
June 28, 1978

The general description of the equipment covered
by the enclosed Security Agreement is as follows:

One, seventy ton, fifty foot, six inch
"XF" type Boxcar having identifying
markings, MDDE, representing the lessee
railroad, Maryland & Delaware Railroad,
and the designated serial number
MDDE 2237.

Kindly return the original and three copies to
this office.

Very truly yours,

Joe A. Shull
Joe A. Shull

mrs

Enclosure

Douglas M. Dewar & James C. Dobrick

"One (1) 70 ton, 50 foot, 6 inch, XF type Boxcar having serial number -

RECORDATION NO. 5575
Filed & Recorded

JUL 14 1978 - 11 40 AM

SN-

Douglas M. Newa
Borrower

James C. DeBrick
Borrower

Address

Address

Date _____

Borrower

Address

Date _____

Borrower

Address

7. Supplement to Security Agreement - Personal Property

A. "The Debtor covenants and agrees to cause to be plainly, distinctly, permanently and conspicuously marked upon the side of the collateral the following words in letters not less than 1" in height: BANK OF CALIFORNIA, SECURED PARTY. In case, during the continuance of this Security Agreement, any such marking on the collateral shall at any time be painted over or otherwise be made inconspicuous, removed, defaced or destroyed, the Debtor shall immediately cause the same to be restored or replaced."

B. "The Debtor covenants and agrees that it will cause this Security Agreement and all amendments, supplements and assignments hereto to be duly filed with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, at Debtor's sole cost and expense."

INDIVIDUAL FORM OF ACKNOWLEDGMENT

STATE OF Washington

County of King, ss:

On this 21st day of June 19 78, before me

Douglas M. Dewar and
personally appeared James C. Dobrick, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

The Bank of California, N. A.

(SEAL)

John R. Johnson

Title of officer

John R. Johnson

Assistant Vice President

My commission expires _____

STATE OF WASHINGTON, ss:

I, M. Vickery, a Notary Public in and for the

State of Washington, hereby certify that I have examined the original Security

Agreement dated June 21, 1978, and executed by Douglas M. Dewar and

James C. Dobrick, and find this copy to be a true copy of the original

Security Agreement in all respects.

Dated: June 21, 1978

M. Vickery
Notary Public ✓

My Commission Expires:

May 17-1981

BILL OF SALE

Fruit Growers Express Company ("FGE") hereby transfers to Blue Ribbon Associates ("Buyer") FGE's interest in the 70-ton 50'6" XF type freight Car(s) identified on the schedule attached hereto, upon delivery at Florence, South Carolina.

FGE hereby warrants to the Buyer that, at the time of delivery of the Car(s), FGE had legal title to the Car(s) and good and lawful right to sell the Car(s) and that the Car(s) are free of all claims, liens, security interests and other encumbrances of any nature. FGE further covenants to defend the title to the Car(s) against the demands of all persons whomsoever based upon claims originating prior to the delivery of the Car(s) by FGE.

FRUIT GROWERS EXPRESS COMPANY

By



President

June 21, 1978

[CORPORATE SEAL]

SCHEDULE OF DELIVERY

OF

70-TON, 50'6" XF TYPE FREIGHT CARS

RAILROAD REPORTING MARKS

MDDE 2237